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**From:** mharken@csmcentral.com <mharken@csmcentral.com>  
**Sent:** Thursday, July 18, 2013 11:05 AM  
**To:** 'Plewa, Jerzy'  
**Cc:** Russell Selken; bswenson@husd.k12.ca.us  
**Subject:** FW: FW: Item 21 Hayward USD Form 471 \_855180[1].pdf

Good Afternoon Jerzy,  
Your last inquiry (see below), you asked to provide documentation to show we provided our Item 21 prior to May 9th, 2012.  
Please see my email on May 30th, and the email below that from March of 2012..

Please let me know if you need any additional details.

Thanks, Michelle

"

I. **Eligibility of Service**

We have completed our review of your Funding Year 2012 Form 471 application <855180> and have determined that FRNs **2362184** and **2362224** will not be funded because the Item 21 attachment to support these FRN(s) was not received on or before the filing deadline. For FY2012, Program rules required that Item 21 Attachments were to be submitted on or before <05/09/2012>.

If you believe that the FRN(s) should **not** be denied and you have supporting documentation to show proof of your Item 21 attachment submission on or before <05/09/2012>, please provide this documentation. Examples of acceptable documentation are proof of mailing or your submission (e.g., post-office receipt, actual email and/or fax with confirmation page). In addition to proof of submission, please submit an EXACT COPY of the Item 21 Attachments that were previously submitted.

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**From:** mharken@csmcentral.com <mharken@csmcentral.com>  
**Sent:** Thursday, May 30, 2013 9:25 AM  
**To:** [jplewa@sl.universalservice.org](mailto:jplewa@sl.universalservice.org)  
**Cc:** Russell Selken; 'Swenson, Brett (MOT Facilities Maintenance Manager)'; 'Drulynne Vang'; [pia@csmcentral.com](mailto:pia@csmcentral.com)  
**Subject:** FW: FW: Item 21 Hayward USD Form 471 \_855180[1].pdf

Good Morning Jerzy,

Please find the attached responses to your questions regarding application 855180. I have detailed our responses in the word document that was sent to us. In addition, I have included the original email that is in question regarding our timely submission of the Item 21 for two FRN's (Please see the email below, and the attached PDF file Item 21 Hayward USD Form 471

855180). I would also like to point out that the original PIA manager assigned to this Form 471, had already asked us questions regarding the FRN's in question, so this indicated to us, that USAC had already received the Item 21's for the 2 FRNs in question.

Please let us know if we can provide any additional items to help you in the processing of our application.

Thank you,

**Michelle Harken**

CSM Consulting, Inc.

209.834.0556

[mharken@csmcntral.com](mailto:mharken@csmcntral.com)

-----Original Message-----

From: Russell Selken [mailto:[rselken@adtechgroup.com](mailto:rselken@adtechgroup.com)]

Sent: Tuesday, March 20, 2012 8:13 PM

To: [attachments@sl.universalservice.org](mailto:attachments@sl.universalservice.org)

Subject: Item 21 Hayward USD Form 471 \_855180[1].pdf

Item 21 for Hayward School Distirct, Internal connection

District: Hayward Unified

School District

Form 471: 855180

Entity Number: 144192



Quotation FOR GROUP A

Name: Hayward Unified School District  
Address: 24411 Amador Street

Hayward California 94544

Attn: Brett Swanson

Reference: Network LAN Services - Group A Schools

Date: 2/27/2012

Eq. Terms: Open

Labor Terms: Open

Freight:

Part No	QTY	Description	Extension
services	1	Network LAN Services - Group A Schools 2000 hrs @ \$65.00 per hour	\$130,000.00
Subtotal			\$130,000.00
Grand Total			\$130,000.00

Corporate Office

8393 Capwell Drive, Suite 170

Oakland, CA 94621

P: 510-729-7130 / F: 510-729-7125

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DC Metropolitan Region

8540 Ashwood Drive

Capitol Heights, MD 20743

P: 877-872-2488, ext. 205 / F: 877-200-1245



**Description of Need:** Data and Voice Cabling  
**Quotation Number:** 14419 470Y15  
**Quotation Due Date:** February 27, 2012  
**Form 470 Numbers:** 175700001000993  
**Allowable Contract Date:** July 1, 2012 through June 30 2013  
**Opening Location:** Hayward Unified School District  
Mr. Brett Swanson  
24411 Amador Street  
Hayward California 94544

**Bidder Contact Information**

Bidder Name:	CBX Technologies, Inc.
Bidder Address:	8393 Capwell Drive , Suite 170
Bidder City:	Oakland
Bidder State:	California, 94544
Bidder Contact Name:	Chris D'Andrade
Bidder Contact Phone Number:	(510) 729-7130
Bidder Contact Fax Number:	(510) 729-7125
Bidder Contact E-mail Address:	<a href="mailto:chrisd@cbxtech.com">chrisd@cbxtech.com</a>
Bidder Bid Submission Date:	01 /20/ 2010

Location	Cable Hardware	Total labor	Total Cost
Hayward Unified School District	\$1,087,283.55	\$1087,283.55	\$2,314,824.98

Corporate Office

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Information Technology Solutions Provider

## BASIC MAINTENANCE OF INTERNAL CONNECTIONS CONTRACT

THIS AGREEMENT is made and entered into this 16<sup>th</sup> day of March, in the County of San Diego, State of California, by and between GigaKOM, a California corporation, with its principle place of business in San Diego, California hereafter "GigaKOM" and Hayward Unified School District hereinafter called the "School".

The following recitals are made part of this Basic Maintenance of Internal Connections Contract, hereafter Agreement:

WHEREAS, the School is pursuing E-Rate discounts to help fund the Technology Project(s) identified as Attachment A and incorporated by reference herein; and

WHEREAS, the School has determined that there is a need to contract with organizations that furnish Internet products and services in technology; and

WHEREAS, GigaKOM represents that it will provide trained and experienced personnel to provide such Internet equipment and services set forth called for by this Agreement; and

WHEREAS, the School has determined that it has a need to enter into this Agreement with GigaKOM for the Internet products, services and advice described herein;

NOW THEREFORE, it is mutually agreed by the parties herein, as follows:

**Article 1. Contract with GigaKOM:** The School hereby contracts with GigaKOM to provide the necessary Internet products, services and advice as hereinafter set forth contingent upon the School receiving approval of its e-Rate funding request.

**Article 2. GIGAKOM's Services:**

(a) GigaKOM hereby agrees to provide the following Internet equipment and services set forth to the satisfaction of the School and described in Attachment A:

(b) GigaKOM warrants that the recommendations, guidance, and performance of any person assigned under this Agreement shall be in accordance with sound engineering (technical practice and/or Internet access and maintenance standards), and the requirements of this Agreement. If any portion of the services supplied fails to comply with this warranty, and GigaKOM is so notified in writing within thirty (30) days after completion of this Agreement, GigaKOM will correctly perform such portion of the services

at its own expense, within ninety (90) days or refund the amount of the compensation paid for such portion.

**Article 3. Time of Performance and Term of Agreement:** The services called for under this agreement shall be provided by GigaKOM during the period commencing after 7/1/2012 and ending upon completion of the project, but in no event later than the end of the ERATE Year 15 Funding Year unless otherwise agreed upon in writing, executed by both parties.

**Article 4. GigaKOM's Fee:** The School shall pay GigaKOM for the providing all Internet equipment rates/pricing established by Attachment A. This agreement is considered to be a "time and materials" contract with any related expenses such as travel and photocopying to be billed at cost. The total estimated contract amount is based on Attachment A. Any rates and estimates should be considered to be a good faith estimates based on the information received through the date of the contract. Any additional work required will be submitted in writing for approval on a time and materials basis. Unknown factors and/or additional requirements and tasks may require pricing adjustments.

**Article 5. Payments:** School will be invoiced bi-weekly for equipment delivered and services rendered. All invoices due and payable upon receipt. Payments should be remitted to:

GigaKOM  
Attn: Accounting  
9320 Hazard Way, Suite A1  
San Diego, CA 92123

GigaKOM will invoice the School's discounted amount, based on its ERATE discount. The School will be liable, however, for the non-ERATE discounted portions, should the SLD deny payment on ordered items or services previously approved. A service charge of 18% per annum (1 1/2% per month) will be added monthly to all accounts more than 15 days overdue. The School will pay reasonable attorney's fees and other collections costs in the event that GigaKOM has to enforce payment.

At the District's discretion and in accordance with the rules of the SLD, the district may opt to pre-pay for labor under the Basic Maintenance agreement. In such a case, the District and GigaKOM will monitor the hours used on the contract to ensure there is no overpayment of funds. In case of SLD denial of payment of any portion of this contract, CLIENT NAME will be responsible for paying 100% of unpaid balance.

**Article 6. Employee Benefits:** GigaKOM shall be responsible for all salaries, payments, and benefits for all of its officers, agents, and employees in performing services pursuant to this Agreement as GigaKOM is a vendor to said School.

**Article 7. Worker's Compensation Insurance:** GigaKOM agrees to produce and maintain in full force and effect Workers' Compensation Insurance covering its employees and agents while these persons are participating in the activities hereunder. In the event a claim under the provisions of the California Workers' Compensation Act is filed against School by a bonafide employee of GigaKOM participating under this

Agreement, GigaKOM agrees to defend and hold harmless the School from such claim, and pay for, or reimburse the School for, any costs incurred by the School in defending against such claims, including but not limited to all of the School's attorneys fees and any other legal costs.

**Article 8. Insurance:** GigaKOM shall, at its expense, carry and if required by the School, provide written proof of adequate insurance to fully protect both GigaKOM and the School from any and all claims of any nature for damage to property or for personal injury including death, which may arise while GigaKOM is traveling to or from a work-related location.

**Article 9. Confidentiality and Use of Information:**

- (a) GigaKOM shall hold in trust for the School, and shall not disclose to any person, any confidential information.
- (b) The School shall keep confidential information which is related to GigaKOM's research, development, trade secrets and business affairs; but does not include information which is generally known or easily ascertainable by nonparties through available public documentation.
- (c) GigaKOM shall advise School of any and all materials used, or recommended for use by GigaKOM to achieve the project goals, that are subject to any copyright restrictions or other requirements.

**Article 10. Administrator of Agreement:** This Agreement shall be administered on behalf of the School. Any notice desired or required to be sent to a party hereunder shall be addressed to:  
For School:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
For GigaKOM:  
GigaKOM  
Attn: Contract Department

9320 Hazard Way, Suite A1  
San Diego, CA 92123  
Tel: 858-769-5408

**Article 11. Ownership of Work-Product:** All products of work performed pursuant to this Agreement will be the sole property of the School except GigaKOM's proprietary information/products.

**Article 12. Termination:** The School or GigaKOM may terminate this Agreement at any time and for any reason by giving written notice of such termination and specifying the effective date thereof, at least thirty

(30) days before the effective date of such termination. If the Agreement is terminated by the School as provided in this section, GigaKOM shall be entitled to receive compensation for any equipment delivered and any satisfactory work completed up to the receipt by GigaKOM of notice of termination and the effective date of termination pursuant to specific request by the School for the performance of such work.

**Article 13. Status of GigaKOM:** It is agreed that School is interested only in the results obtained from service hereunder and that GigaKOM shall perform as a supplier/vendor with sole control of the manner and means of performing the services required under this Agreement. GigaKOM shall complete this Agreement according to its own methods of work which shall be in the exclusive charge and control of GigaKOM and which shall not be subject to control or supervision by the School except as to the results of the work. GigaKOM is, for all purposes arising out of this Agreement, a supplier/vendor, and neither GigaKOM nor its employees shall be deemed an employee of the School for any purpose. It is expressly understood and agreed that GigaKOM and its employees shall in no event be entitled to any benefits to which School employees are entitled, including, but not limited to, overtime, retirement benefits, insurance, vacation worker's compensation benefits, sick or injury leave, or other benefits.

**Article 14. Attorney's Fees:** If suit is brought by either party to this Agreement to enforce any of its terms, each party shall pay its own litigation expenses incurred by the prevailing party, including attorneys' fees, court costs, expert witness fees, and investigation expenses. The forum for any disputes hereunder shall be the Superior Court of the State of California, County of San Diego, and all interpretations of all shall be those under the laws of the State of California.

**Article 15. Assignment:** No portion of this Agreement or any of the work to be performed hereunder may be assigned by GigaKOM without the express written consent of School, and without such consent all services hereunder are to be performed solely by GigaKOM, its officers, agents and employees.

**Article 16. Alterations or Variance:** No alterations to this Agreement or variance from the provisions hereof shall be valid unless made in writing and executed by both of the parties hereto.

**Article 17. A. B. 1610:** If GigaKOM personnel are in contact with students on a more than limited or occasional basis as determined by the School, GigaKOM, upon written notification, agrees to provide the School with: written certification under penalty of perjury that all of its employees who may come in contact with students have been fingerprinted and had their criminal histories checked by GigaKOM and that none of these employees have been convicted of a serious or violent felony. This contract may, at the School's discretion, be immediately terminated in the event GigaKOM fails to comply with this law.

**Article 18. Contingency of ERATE Funding.** GigaKOM understands that purchase of the goods and services identified in Attachment A is based upon ERATE funding being approved for the School. Should such funding be denied, the School will have no obligation to purchase any items or services listed, however GigaKOM will continue to offer the goods and services as the prices listed. School has the option to purchase 0 or more of the items listed in Attachment A based on current SLD guidelines.

**Article 19. Basic Maintenance Details.** The services provided under this E-Rate Contract, which include Basic Maintenance elements, shall be limited to "basic maintenance services" as defined by the FCC's current E-rate rules. In general, this service will be limited to the provision of "break/fix" and preventive

hardware maintenance, and of software updates and reconfigurations for E-rate eligible equipment. Other technical support services required by the School will be covered by a separate Technical Support Contract which will include: (a) any maintenance of ineligible equipment; and (b) any technical support that is over an above E-rate defined "basic" maintenance of eligible equipment.

/

IN WITNESS WHEREOF the parties hereto have executed this Agreement as of the date hereinabove first written.

GIGA KOM

Stewart Bailey

GigaKOM Representative

[Signature]

Authorized Signature

3/16/2012

DATE

Hayward Unified SCHOOL DISTRICT

Stan Dobbs, Assistant Superintendent

School Representative

[Signature]

Authorized Signature

March 19, 2012

DATE

## ATTACHMENT A

### Hayward Unified School District ERATE Scope of Work

The following describes the range of maintenance services to be provided by GigaKOM. This contract is based on "time and materials." The proposed services are contingent upon final approval by the District.

Basic maintenance services are "necessary" if, but for the maintenance at issue, the connection would not function and serve its intended purpose with the degree of reliability ordinarily provided in the marketplace to entities receiving such services without e-rate discounts.

Basic maintenance services do not include services that maintain equipment that is not supported or that enhance the utility of equipment beyond the transport of information, or diagnostic services in excess of those necessary to maintain the equipment's ability to transport information.

The primary purpose of the services for which support is sought must be the delivery of services to the classrooms or other places of instruction at schools and libraries that meet the statutory definition of an eligible institution. Support for the administrative functions of library or education programs is permitted so long as the services are part of the network of shared services for learning. Support will be limited to services delivered to the onsite educational facility or facilities.

GigaKOM will provide support for all services under this contract that will provide a minimum of switched 100BT network service and T-1 Internet Access to all eligible areas of the district. This includes unanticipated component replacement and expansion of the district's network.

All services must be performed in the ERATE 2012-2013 funding window.

GigaKOM agrees to supply to the District with technical services to meet the district's need for telecommunications and internal connection maintenance. The total good faith estimated costs to the District will be for a Cisco SmartNet warranty package is available for **\$142,008.00** (covers all possible Erate and Non Erate services), which covers equipment purchased during the ERATE Funding Year.

Duties will be limited to only those dealing with maintenance and operation of telecommunications and internal connections as specified in FCC Document *CC Docket No. 96—45 Schools and Libraries Eligibility List*. (Attachment C). Any work not covered on the eligibility list must be covered under a separate contract or invoice.

Work performed on this contract will be charged at an hourly basis. Hourly Pricing for various technician categories under this contract are:

## LIST OF ELIGIBLE COMPONENTS

This list is required by the Schools and Libraries Division to identify the scope of equipment and services that are covered by this contract. Additionally, the SLD wishes to determine that no ineligible components are included for maintenance. All components must be a part of a network of shared services for learning.

*The items covered by this agreement are listed in the RFP.*

### General Comments

#### Erate VCX Hardware

The only warranty offered by HP for the VCX phone system equipment listed is "**Hardware Replacement**" as well as "**Software Replacement**," and this is ineligible under Erate. There is no way to pro-rate this service since HP does not offer a comparable "Software Replacement" only program.

GigaKOM proposes as an alternative Erate recommendation that Hayward Unified School District file for a contingency pool of funds for hardware replacement to be used in the event of equipment failure needing repair or replacement in the amount of \$ 50,000.00.

Please note in relation to the HUSD RFP for Phone and "Network Maintenance" many of the components listed are no longer available for sale as new, original HP Hardware. The availability of replacement hardware would be based on HP "authorized" refurbished equipment to replace a failed or damaged component where new is not available. This contingency would be used solely on a "time and materials" basis as sourcing would be done by GigaKOM.

#### Non Erate

Non – Erate eligible "**Hardware Replacement**" and **Software Replacement**, "cost for equipment listed on the HUSD Erate RFQ.

Annual Price \$ 14,008.00

#### Technical Support

Basic Maintenance of the phone system on an annual basis consisting of technical support 7 x 24 based on the equipment listed in the Year 15 Erate request for quotation.

Annual Price \$ 78,000.00

#### Pricing

Total Price –\$ 142,008.00 (All possible Erate and Non Erate Services) or may depend on options chosen.



Christian Dandrade  
(510-729-7130)  
chrisd@cbxtech.com  
www.cbxtech.com

Customer :

HAYWARD UNIFIED SCHOOL DISTRICT

Account # :

All quotes valid for 30 days unless otherwise noted.

Quote #:

Date :

GROUP A

QTY	Item #	Description	Price	Total
<b>ROUTER</b>				
7	CRS48G-24S-91-US	3Com 4800G 24 Port SFP Switch	\$ 3,030.77	\$ 21,215.36
7	3CNJP5L	3Com 150W AC Redundant Power Supply	\$ 63.89	\$ 447.23
7	SMT1500RM2U	APC Smart-UPS 1500RM2U w/AP9631	\$ 854.24	\$ 5,979.67
<b>SWITCH</b>				
53	J9148A	HP ProCurve 2910al-48G-PoE Switch	\$ 2,974.63	\$ 157,655.16
6	J9148A	HP ProCurve 2910al-24G-PoE Switch	\$ 1,465.75	\$ 8,794.52
125	J4858C	HP Optical SFP Transceiver	\$ 53.94	\$ 6,741.95
42	SMT1500RM2U	APC Smart-UPS 1500RM2U w/AP9631	\$ 854.24	\$ 35,878.16
<b>CABLES</b>				
27	N516-02M	Cables to Go MM 2m Fiber Cable LC-SC	\$ 15.27	\$ 412.25
45	N318-02M	Cables to Go MM 2m Fiber Cable LC-ST	\$ 11.19	\$ 503.34
37	N320-02M	Cables to Go MM 2m Fiber Cable LC-LC	\$ 11.63	\$ 430.30
175	15185	Cables to Go 5FT Cat5 Patch Cables - Green	\$ 1.19	\$ 207.41
260	19477	Cables to Go 5FT Cat5 Patch Cables - White	\$ 1.19	\$ 308.15
1150	22679	Cables to Go 5FT Cat5 Patch Cables - Blue	\$ 1.19	\$ 1,362.97
59	WMP1E	Panduit Horizontal Wire Managers - 2U	\$ 74.07	\$ 4,370.41
7	WMPSE	Panduit Horizontal Wire Managers - 1U	\$ 46.30	\$ 324.08
<b>WIRELESS</b>				
280	J9426B	HP ProCurve E-MSM410 Access Point	\$ 325.73	\$ 91,203.63
7	J9421A	HP ProCurve E-MSM760 Access Controller	\$ 2,295.44	\$ 16,068.05
<b>Server</b>				
7	273122-B21	HP ProLiant DL385 G7 Server	\$ 10,127.96	\$ 70,895.73
<b>INCLUDES</b>				
	585332-I21	2 x 8-Core AMD Opteron 6128HE Processor (2.0GHz, 65W)	\$ -	\$ -
	604502-B4G	2 x HP 64GB PC3L-10600R 2Rank Memory	\$ -	\$ -
		HP P410i/ZM SAS Array Controller	\$ -	\$ -
	590377-B21	9 x HP146GB 15KH rpm Hot Plug 2.5 SAS Port Hard Drive	\$ -	\$ -
	339760-B21	Raid 5 Drive Set with Online Spare	\$ -	\$ -
		2 Embedded HP NC382i Dual Port Gigabit Server Adapters	\$ -	\$ -
	587322-2PS	2 x HP1200W Hot Plug Power Supplies	\$ -	\$ -
	AF556A-XX2	2 x HP1.83m 10A C13-UL Power Cords	\$ -	\$ -
		Integrated Lights Out 3 (iLO3) Advanced Management	\$ -	\$ -
		3 Years Parts, Labor and onsite Service	\$ -	\$ -
7	SMT1500RM2U	APC Smart-UPS 1500RM2U w/AP9631	\$ 854.24	\$ 5,979.67
7	AF092A	HP Universal Rack 42U Server Cabinet	\$ 1,461.35	\$ 10,229.48
<b>SOFTWARE</b>				
7	VS5-ESSL-BUNC	Vm Vsphere 5 Essentials Kit	\$ 377.11	\$ 2,639.80
7	VS5-ESSLSUBC	Vm Vsphere 5 Essentials Kit Subscription 1Y	\$ 55.77	\$ 390.38
21	P72-04204	Microsoft Windows Server 2008 R2 ENT.	\$ 287.72	\$ 6,042.02
7	20056226	Symantec Backup Exec 2010 R2	\$ 498.22	\$ 3,487.52
21	20056832	Symantec Backup Exec 2010 R2 SVR Agen	\$ 297.86	\$ 6,255.13
<b>Sub Total</b>			\$ -	\$ 457,822.36
<b>Taxes</b>			\$ -	\$ 40,059.46
560	<b>INSTALLATION</b>	Installation Hours	\$ -	\$ 28,000.00
<b>Shipping and Handling</b>			\$ -	\$ 2,200.00
<b>GRAND TOTAL</b>			\$ 26,102.71	\$ 528,081.81

Shipping Note :Shipping Insurance Estimates

This is preliminary quote.Pricing subject to change

Thank you For your business!

Thank you for your business!



Your IT  
Department

## **E RATE 15 SERVICES**

SUPPORTING THE

# **HAYWARD UNIFIED SCHOOL DISTRICT**

E-RATE BID NO. 07-08189

*Network Equipment Group A and B*

## Table of Contents

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**Corporate Office**

8393 Capwell Drive, Suite 170

Oakland, CA 94621

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**DC Metropolitan Region**

8540 Ashwood Drive

Capitol Heights, MD 20743

P: 877-872-2488, ext. 205 / F: 877-200-1245



Description of Need: Network LAN Hardware

Quotation Number: 14419 470Y15

Quotation Due Date February 27, 2012

Form 470 Numbers: 175700001000993

Allowable Contract Date: July 1, 2012 through June 30 2013

Opening Location: Hayward Unified School District

Mr. Brett Swanson

24411 Amador Street

Hayward California 94544

Bidder Name:	CBX Technologies, Inc.
Bidder Address:	8393 Capwell Drive , Suite 170
Bidder City:	Oakland
Bidder State:	California, 94544
Bidder Contact Name:	Chris D'Andrade
Bidder Contact Phone Number:	(510) 729-7130
Bidder Contact Fax Number:	(510) 729-7125
Bidder Contact E-mail Address:	<a href="mailto:chrisd@cbxtech.com">chrisd@cbxtech.com</a>
Bidder Bid Submission Date:	01 /20/ 2010

Location	Hardware Cost Groups A and B	Installation Groups A and B	Total cost Groups A and B + TAX/ FREIGHT
Hayward Unified School District	Group A \$457,822.36	Group A \$28,000.00	\$528,081.72
	Group B \$1,125,782.04	Group B \$72,000.00	\$1,299,487.96

Corporate Office

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E-rate Contingency: Both parties acknowledge and agree that the schools obligation to purchase the services set forth in this agreement are contingent upon the Schools and Libraries Division of the Universal Service Administrative issuing to the school a Funding Commitment Decisions Letter in support of the purchase of requested services.

Both parties agree that payment for services listed are due upon completion of the project and will be build using the Service Provider Invoicing method, providing a discounted bill to Hayward Unified School District 10/20% portion and billing USAC for their 80 /90% portion. All taxes are included in the pricing above.

By submitting a response, bidder agrees to all Terms and Conditions contained within. If CBX's response is selected Hayward Unified School District shall award E-rate HUSD 470Y15 to CBX and authorize this cover page as a contract unless a more detailed contract is requested.

Bidder Authorized Signature

2/27/2011

Date of CBX Signature

Authorized Signature: HUSD

3/16/2012

Date HUSD

Stanley Dobbs  
Assistant Superintendent  
HUSD Business Services

MAR 16 2012

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Corporate Office

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P: 877-872-2488, ext. 205 / F: 877-200-1245



February 27, 2012

Mr. Brett Swanson  
Facilities Manager  
Hayward Unified School District  
24411 Amador Street

Hayward California 94544

Local area Network Equipment

CBX Technologies, Inc. (CBX) is pleased to submit the enclosed response to Hayward Unified School Districts E-Rate's Request for Quote (RFQ) HUSD, for E-Rate Year 15 **Form 470 Application Number: 374860000791490**. We are confident that our services and timeliness offer Hayward Unified School District E-Rate a superior approach to meeting your educational business objectives of reducing equipment and maintenance costs.

CBX has submitted pricing information considered confidential and proprietary in this proposal. This information also includes client references and portfolio of services provided to K--12 clients (enclosed). CBX respectfully request that Hayward Unified School District E-Rate to treat this information with the utmost privacy, and that it not be made available under the Freedom of Information Act or other public information laws without prior written approval from CBX. **Our SPIN number is 143016487**

Pricing for services and hardware are based on twelve years in the industry and E-Rate experience and expertise.

CBX Technologies, Inc. is sensitive to the needs of its educational partners, and has had the pleasure of maintaining longstanding working relationships with educational institutions. CBX has been the source for network computing service and telecommunications sales and service to educational institutions since 1998. Consequently, CBX offers several distinct advantages as Hayward Unified School District E-Rate's E-Rate Year 12 supplier of choice. CBX's offers the following advantages:

- Proven track record of success, both as a leading developer of services and solutions, and as a visionary architect of an enterprise infrastructure with many schools and school districts with E-Rate and non E-Rate contracts. We have worked with SLD and thus understand the procurement, billing, invoicing and discounting process.

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Corporate Office

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- Flexibility: We are thoroughly familiar with the education arena. As a result of ten years concentrated effort in the k-12 market, we can proudly say that we understand our clients and the importance of minimization of service interruptions from the classroom to the district office.
- Best-In-Class Product Line—CBX is an authorized reseller for HP, Cisco Systems and many Tier 1 manufacturers which give Hayward Unified School District E-Rate access to a broad portfolio of products and solutions that lead the industry in performance, reliability, and lowest total cost of ownership.
- A one-stop shop for all of your E-Rate hardware, software, network installation, cabling and support needs. **CBX is holder of our C7 license.** Our team of professional consultants is dedicated to making your business or practice operate as efficiently as possible.
- Because CBX offers the full range of IT and Telecommunication services, we are able to provide our clients with premier service with highly qualified engineers who remain current in their respective niche area. Our engineers are NEC, ADTRAN, Nortel, Cisco, HP, AT&T qualified.
- With professional development and technical cross-training as a cultural norm, we proudly attract, recruit and maintain the best service technicians/engineers as 100% of our engineers are highly certified with an average 18 years practical experience. Our technical staff has experience working on large to small projects. Our certifications include, but are not limited to: CCNA, ASE, MCSE (2002 / 2008), MCSE, CNA, CCDA, CCNP, ACT, and others.
- CBX is a certified Microsoft Education solutions provider.
- Service and Support Capability—CBX has an established and comprehensive service and support organization that is within the state of California and which provides for timely availability of service.

Each member of the CBX team is personally committed to building a successful relationship with Hayward Unified School District. We look forward to teaming with Hayward Unified School District I on the implementation of a superior E-Rate Year 13 solution.

A handwritten signature in black ink, appearing to read "Christian D'Andrade", is written over a horizontal line.

Christian D'Andrade  
CBX Technologies, Inc  
510-729-7130 Office  
510-729-7125 Fax

---

Corporate Office

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Oakland, CA 94621

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## Hardware Quotation

### SCHOOL GROUP A

Qty	Model	Description	Price	Total
<b>ROUTER</b>				
7	3CRS48G-24S-91-US	3Com 4800G 24 Port SFP Switch	\$ 3,030.77	\$ 21,215.36
7	3CNJPSL	3Com 150W AC Redundant Power Supply	\$ 63.89	\$ 447.23
7	SMT1500RM2U	APC Smart-UPS 1500RM2U w/AP9631	\$ 854.24	\$ 5,979.67
<b>SWITCH</b>				
53	J9148A	HP ProCurve 2910al-48G-PoE Switch	\$ 2,974.63	\$ 157,655.16
6	J9146A	HP ProCurve 2910al-24G-PoE Switch	\$ 1,465.75	\$ 8,794.52
125	J4858C	HP Optical SFP Transceiver	\$ 53.94	\$ 6,741.95
42	SMT1500RM2U	APC Smart-UPS 1500RM2U w/AP9631	\$ 854.24	\$ 35,878.16
<b>CABLES</b>				
27	N516-02M	Cables to Go MM 2m Fiber Cable LC-SC	\$ 15.27	\$ 412.25
45	N318-02M	Cables to Go MM 2m Fiber Cable LC-ST	\$ 11.19	\$ 503.34
37	N320-02M	Cables to Go MM 2m Fiber Cable LC-LC	\$ 11.63	\$ 430.30
175	15185	Cables to Go 5Ft Cat5 Patch Cables - Green	\$ 1.19	\$ 207.41
260	19477	Cables to Go 5FT Cat5 Patch Cables - White	\$ 1.19	\$ 308.15
1150	22679	Cables to Go 5FT Cat5 Patch Cables - Blue	\$ 1.19	\$ 1,362.97
59	WMP1E	Panduit Horizontal Wire Managers - 2U	\$ 74.07	\$ 4,370.41
7	WMPSE	Panduit Horizontal Wire Managers - 1U	\$ 46.30	\$ 324.08
<b>WIRELESS</b>				
280	J9426B	HP ProCurve E-MSM410 Access Point	\$ 325.73	\$ 91,203.63
7	J9421A	HP ProCurve E-MSM760 Access Controller	\$ 2,295.44	\$ 16,068.05
<b>Server</b>				
7	273122-B21	HP ProLiant DL385 G7 Server	\$ 10,127.96	\$ 70,895.73
<b>INCLUDES</b>				

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	585332-I21	2 x 8-Core AMD Opteron 6128HE Processor	\$ -	\$ -
		(2.0GHz, 65W)	\$ -	\$ -
	604502-64G	2 x HP 64GB PC3L-10600R 2Rank Memory	\$ -	\$ -
		HP P410i/ZM SAS Array Controller	\$ -	\$ -
	590377-B21	9 x HP146GB 15KH rpm Hot Plug 2.5 SAS Dual	\$ -	\$ -
		Port Hard Drive	\$ -	\$ -
	339780-B21	<b>Raid 5 Drive Set with Online Spare</b>	\$ -	\$ -
		2 Embedded HP NC382i Dual Port Gigabit	\$ -	\$ -
		Server Adapters	\$ -	\$ -
	587322-2PS	2 x HP1200W Hot Plug Power Supplies	\$ -	\$ -
	AF556A-XX2	2 x HP1.83m 10A C13-UL Power Cords	\$ -	\$ -
		Integrated Lights Out 3 (iLO3) Advanced	\$ -	\$ -
		Management	\$ -	\$ -
		3 Years Parts, Labor and onsite Service	\$ -	\$ -
7	SMT1500RM2U	APC Smart-UPS 1500RM2U w/AP9631	\$ 854.24	\$ 5,979.67
7	AF092A	HP Universal Rack 42U Server Cabinet	\$ 1,461.35	\$ 10,229.48
		<b>SOFTWARE</b>	\$ -	\$ -
7	VS5-ESSL-BUNC	Vm Vsphere 5 Essentials Kit	\$ 377.11	\$ 2,639.80
7	VS5-ESSLSUBC	Vm Vsphere 5 Essentials Kit Subscription 1Yr	\$ 55.77	\$ 390.38
21	P72-04204	Microsoft Windows Server 2008 R2 ENT.	\$ 287.72	\$ 6,042.02
7	20056226	Symantec Backup Exec 2010 R2	\$ 498.22	\$ 3,487.52
21	20056832	Symantec Backup Exec 2010 R2 SVR Agent	\$ 297.86	\$ 6,255.13
	<b>Sub Total</b>		\$ -	\$ <b>457,822.36</b>
	<b>Taxes</b>		\$ -	\$ <b>40,059.46</b>
560	<b>INSTALLATION</b>	Installation Hours	\$ -	\$ 28,000.00
	<b>Shipping and Handling</b>		\$ -	\$ 2,200.00
		<b>GRAND TOTAL</b>	\$ 26,102.71	\$ 528,081.81

### SCHOOL GROUP B

QTY	Part #	Description	Price	Total
<b>ROUTER</b>				
16	3CRS48G-24S-91-US	3Com 4800G 24 Port SFP Switch	\$ 3,269.30	\$ 52,308.77
16	3CNJPSL	3Com 150W AC Redundant Power Supply	\$ 67.54	\$ 1,080.63
16	SMT1500RM2U	APC Smart-UPS 1500RM2U w/AP9631	\$ 912.37	\$ 14,597.99
<b>SWITCH</b>				
			\$ -	\$ -
105	J9148A	HP ProCurve 2910al-48G-PoE Switch	\$ 3,177.07	\$ 333,592.12
38	J9146A	HP ProCurve 2910al-24G-PoE Switch	\$ 1,565.51	\$ 59,489.24
299	J4858C	HP Optical SFP Transceiver	\$ 57.61	\$ 17,224.28
117	SMT1500RM2U	APC Smart-UPS 1500RM2U w/AP9631	\$ 912.38	\$ 106,748.29
<b>CABLES</b>				
			\$ -	\$ -
34	N516-02M	Cables to Go MM 2m Fiber Cable LC-SC	\$ 16.31	\$ 554.46
167	N318-02M	Cables to Go MM 2m Fiber Cable LC-ST	\$ 11.95	\$ 1,995.07
48	N320-02M	Cables to Go MM 2m Fiber Cable LC-LC	\$ 12.42	\$ 596.22
1	1929	Cables to Go MM 2m Fiber Cable ST-LC	\$ 13.00	\$ 13.00
400	15185	Cables to Go 5Ft Cat5 Patch Cables - Green	\$ 1.27	\$ 506.34
815	19477	Cables to Go 5FT Cat5 Patch Cables - White	\$ 1.27	\$ 1,031.67
2750	22679	Cables to Go 5FT Cat5 Patch Cables - Blue	\$ 1.27	\$ 3,481.10
143	WMP1E	Panduit Horizontal Wire Managers - 2U	\$ 79.12	\$ 11,313.58
16	WMPSE	Panduit Horizontal Wire Managers - 1U	\$ 49.45	\$ 791.16
<b>WIRELESS</b>				
			\$ -	\$ -
640	J9426B	HP ProCurve E-MSM410 Access Point	\$ 347.90	\$ 222,652.83
16	J9421A	HP ProCurve E-MSM760 Access Controller	\$ 2,451.65	\$ 39,226.46
<b>Server</b>				
			\$ -	\$ -
16	273122-B21	HP ProLiant DL385 G7 Server	\$ 10,817.23	\$ 173,075.72
<b>INCLUDES</b>				
			\$ -	\$ -
	585332-I21	2 x 8-Core AMD Opteron 6128HE Processor	\$ -	\$ -
		(2.0GHz, 65W)	\$ -	\$ -
	604502-64G	2 x HP 64GB PC3L-10600R 2Rank Memory	\$ -	\$ -

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		HP P410i/ZM SAS Array Controller	\$ -	\$ -
	590377-B21	9 x HP146GB 15KH rpm Hot Plug 2.5 SAS Dual	\$ -	\$ -
		Port Hard Drive	\$ -	\$ -
	339780-B21	<b>Raid 5 Drive Set with Online Spare</b>	\$ -	\$ -
		2 Embedded HP NC382i Dual Port Gigabit Server Adapters	\$ -	\$ -
	587322-2PS	2 x HP1200W Hot Plug Power Supplies	\$ -	\$ -
	AF556A-XX2	2 x HP1.83m 10A C13-UL Power Cords	\$ -	\$ -
		Integrated Lights Out 3 (iLO3) Advanced Management	\$ -	\$ -
		3 Years Parts, Labor and onsite Service	\$ -	\$ -
16	SMT1500RM2U	APC Smart-UPS 1500RM2U w/AP9631	\$ 912.37	\$ 14,597.99
16	AF092A	HP Universal Rack 42U Server Cabinet	\$ 1,560.81	\$ 24,972.94
		<b>SOFTWARE</b>	\$ -	\$ -
16	VS5-ESSL-BUNC	Vm Vsphere 5 Essentials Kit	\$ 402.78	\$ 6,444.47
16	VS5-ESSLSUBC	Vm Vsphere 5 Essentials Kit Subscription 1Yr	\$ 59.56	\$ 953.03
48	P72-04204	Microsoft Windows Server 2008 R2 ENT.	\$ 307.30	\$ 14,750.21
16	20056226	Symantec Backup Exec 2010 R2	\$ 532.12	\$ 8,513.98
48	20056832	Symantec Backup Exec 2010 R2 SVR Agent	\$ 318.13	\$ 15,270.48
	Sub Total		\$ -	<b>\$1,125,782.04</b>
1440	<b>INSTALLATION</b>	Installation Hours	\$ -	\$ 72,000.00
	<b>Taxes</b>		\$ -	<b>\$ 98,505.92</b>
	<b>Ship and Hand</b>		\$ -	<b>\$ 3,200.00</b>
<b>GRAND TOTAL</b>			<b>\$ 27,892.16</b>	<b>\$ 1,299,487.96</b>

CBX past performance reference

References:

Name: City of Richmond

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Address: 401-27 St Richmond California 94808

Contact: Alfredo Gonzales

Contact # 510-685-4005

Type of business: Richmond Police Department Information Technology

Dates of service: 03-13-02 to 06-05-04

The work performed at the Richmond police department was to configure their existing Cisco PIX 520 firewall to maintain their Department of Justice (DOJ) standards intact. Once the network met all security standards, CBX designed and implemented the new Microsoft 2000 Active Directory infrastructure. After the Active Directory setup met all standards the second server (Exchange Server) was introduced into the network. All old mail was migrated from a Novell GroupWise mail system to the new Microsoft Exchange 2000 server. After the network migration all users were upgraded from GroupWise mail client to Outlook 2000. Provide Network maintenance support on servers and workstations throughout the period of contract.

Name: California State School for the Deaf

Address: 39350 Gaudalleth Drive, Fremont, CA 94538

Contact: David West

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Contact # (510) 794-3691

Type of business: Education Information Technology Services

Dates of service: current

CBX installed and configured 8 Windows 2003 servers and 2 Exchange servers (later expanding to 10 servers) and converting all the users in the school from banyan vines and beyond mail; then upgrading 350+ student and faculty computers to Windows 2003, Office 2003, and all other legacy applications and migrating the setup into Windows 2003 active directory services. CBX performed Exchange Enterprise 2003 upgrade, setting up Secure Socket Layering (SAL) and configuring a second server as the front end in the Demilitarized Zone (DMZ). This configuration was to have a secure web access to all CSDF mailboxes via the Internet. CBX installed and configured the Cisco Catalyst 5000 core switch to support the need for Virtual Local Area Network (VLAN) and high data throughput install and configure NAS. Install and configure Cisco 7200 router with DS3 card for video conferencing and Internet access. CBX continue to provide on-site maintenance and support.

Eden Area ROP

Point of contact: Dr. Irene Fujii

Telephone: 510-293-2911

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Contract # 614-01

Project Name: Network, Workstation and Server maintenance

**Description:** Install and configure Windows 2003 servers, file and print servers, troubleshoot and repair all HP Servers configure file and print access and security for all files and databases. In addition, CBX maintained CD tower and data records management with the LASERFICHE program. CBX maintained intranet website with all computer records including asset tags and configuration information (O.S. SOFTWARE CPU RAM). CBX shall maintain CISCO PIX firewall including all port mapping and VPN security features, network monitoring will be provided on an ongoing basis checking for collisions and security breaches. CBX is also responsible for all desktop repair and configurations including memory, CPU, and peripherals. CBX will also install all updates to Servers and Workstations and keep all virus definitions up to date. CBX will maintain all training and assess all users skill levels, including OUTLOOK, PUBLISHER, WORD, and EXCEL. CBX is involved with all technology meetings giving input on design of WAN/LAN and technology purchases. CBX installs all new user desktops with standard user configuration and add any other user programs or peripherals needed. Project Duration: CBX Technologies, Inc. started work on the project JUNE 1999. The project is ongoing.

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## TERMS AND CONDITIONS / AGREEMENT MASTER

### Section 1. Overview:

This agreement is between CBX Technologies and Hayward Unified School District, herein referred to in this document as HUSD. The primary purpose of this agreement is to define the terms and conditions associated with providing on-site installation of servers, routers, switches and maintenance and support of local area network and other related tasks as defined in the scope of work located at the Hayward Unified School District.

### Section 2. Term of Service Agreement:

The term of this agreement commences upon e-rate approval, and ends on as per e-rate guidelines

### Section 3. Scope of Service:

#### A. Labor:

This contract covers labor only. CBX engineers and technicians will perform the following tasks under this agreement:

**Covered under manufacturer warranty 8x5 NBD:**

#### B. Contract Hours:

Standard support will be Monday to Friday from 8:00 a.m. to 5:00 p.m. excluding Hayward Unified School District and CBX published holidays.

### Section 6. Charges:

For service outlined in Section 3-C (Contract), CBX will bill Hayward Unified School District

A. a sum of **10/20%** as per the SLD guidelines for services performed.

B. Transportation within Alameda County will be provided by CBX.

### Section 7. Payments:

A. Invoices will be submitted upon as per SLD guidelines.

B. Payment is due within twenty days from date of invoice unless both parties agree upon different terms.

### Section 8. Termination:

This Agreement shall terminate with cause after award of this contract and CBX is given the opportunity to resolve the concern.

### Section 9. Modifications to Agreement:

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It is agreed by CBX Technologies, Inc and HUSD that this is the complete agreement, and any modification must be in writing and signed by both parties before it can be included as part of this service agreement.

Section 10. Laws Governing This Agreement:

The laws of the State of California shall govern this Agreement. In the event that any portion of this Agreement is determined to be unlawful, the remainder of this Agreement shall remain in force.

Section 11. Understanding and Compliance:

CBX and HUSD both will comply with all terms of this agreement as detailed in the terms and conditions.

Other:

By signing below, the undersigned represents that he or she is authorized to execute this contract on behalf of CBX Technologies, Inc., and that CBX is responsible for maintaining and providing evidence of adequate insurance coverage.

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Equipment to be supported for FRN 236143

Hayward School District

	Model#	Part#
Column B	3Com Switch 4800G 24-Port SFP	3CRS48G-24S-91
Column C	Nortel 5520-24T-PWR	AL1001E06
Column D	Nortel 5520-48T-PWR	AL1001E05
Column E	3Com Switch 4500G PWR 24-port	3CR17771-91
Column F	3Com Switch 4500G PWR 48-port	3CR17772-91
Column G	3Com Switch 5500G-EI 24-port SFP	3CR17258-91
Column H	HP Proliant Server DL 300 Series	273122-B21

Site	B	C	D	E	F	G	H
Chavez MS	1	2	6	.	.	.	1
Winton MS	1	.	8	.	.	.	1
Bowman ES	1	2	4	.	.	.	1
Burbank ES	1	.	5	.	.	.	1
Cherryland ES	1	1	6	.	.	.	11
Eldridge ES	1	2	4	.	.	.	1
Glassbrook ES	1	1	3	.	1	.	1
Harder ES	1	.	5	.	1	.	1
Longwood ES	1	.	5	1	.	.	1
Palma Ceia ES	1	1	6	.	.	.	1
Schafer Park ES	1	1	3	.	.	.	1
Tyrrell ES	1	4	3	.	.	.	1
Totals	10	14	58	1	2	1	12

## Form 471 855180 RAL Funding Requests Report

THIS REPORT DOES NOT CONTAIN ANY DECISIONS CONCERNING YOUR REQUESTS FOR DISCOUNTS.

USE THIS REPORT TO LIST OR INDICATE CORRECTIONS YOU WISH TO MAKE TO YOUR FORM 471.

Follow the guidance posted on the Form 471 RAL page on our website to make allowable corrections. All corrections - including corrections to new fields - are subject to review for Program compliance and approval.

Corrections Submitted by:

Signature: Brett Swenson

Date: 5/16/2012

Printed Name: Brett Swenson

Title: Facilities MAINT. Manager - ERATE Contract Person

Email, Fax Number or Phone Number: bswenson@husd.k12.ca.us

Item	Data Entered on FCC Form 471	Make Corrections Here
1a. Name of Billed Entity	HAYWARD UNIFIED SCHOOL DISTRICT	
3. Billed Entity Number	144192	Corrections not allowed
6. Contact Person's Name	Brett Swenson	Corrections not allowed
6. Preferred mode of contact	Email	
6c. Contact Phone	510-784-2600	
6d. Contact Fax	510-784-2641	
6e. Email	bswenson@husd.k12.ca.us	
6f. Holiday/vacation/summer contact information - if provided		

6g. Consultant Name	ATG
Consultant Number	16065304
Consultant Employer	ATG

The Billed Entity name, address, phone and fax numbers cannot be changed via the RAL correction process.

**Block 4**

While the RAL does not contain Block 4 Worksheet Information, you are allowed to make the following modifications:

- Delete entities from Block 4
- Add entities to Block 4
- Correct any Block 4 information for an entity (RAL corrections are not required for student counts that don't affect your Program discount.)

To delete an entity:

Provide a separate page stating that you wish to delete the entity and provide:

Application #  
Worksheet #  
Entity #  
Entity Name

To add an entity:

Include an additional page from a blank Form 471 Block 4 Worksheet, available on the Required Forms page on our website. All fields must be completed. Indicate the worksheet number to which this entity should be added or indicate if a new worksheet should be created.

To correct an entity:

Print the Block 4 worksheet for your Form 471 application using the 'Display' button in the Apply Online area of our website and make corrections to the appropriate field.

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**Block 5**

USAC may require additional information before making requested corrections to certain fields in Block 5 such as Category of Service, Contract Award or Expiration Dates, etc.

## Form 471 855180 RAL Funding Requests Report

FRN: 2362266

IF YOU WISH TO CANCEL THIS FRN, PLEASE CHECK HERE \_\_\_\_\_

Item #	Data Entered on FCC Form 471	Make Corrections Here
11. Category of Service	Internal Connections	
12. 470 App#	198370001004974	
13. SPIN	143016487	
14. Service Provider Name	CBX Technologies	
15b. Contract Number	n/a	
16a. Billing Account Number	(510) 784-2600	
16b. Multiple Billing Account Numbers	N	
18. Contract Award Date	<del>03/26/2012</del>	03/16/2012
19. Service Start Date	07/01/2012	
20a. Service End Date		
20b. Contract Expiration Date	06/30/2013	
22. Block 4 Entity or Worksheet No	1453397	
23a. Monthly Charges	\$0.00	
23b. Ineligible Monthly Amt	\$0.00	
23c. Eligible Monthly Amt	\$0.00	
23d. Number of months of service	12	
23e. Annual Pre-discount Amount for eligible recurring charges	\$ .00	Calculated - Not Input
23f. Annual Non-Recurring (One-Time) Charges	<del>\$500,337.77</del>	\$ 528,081.81
23g. Ineligible Non-Recurring Amount	\$0.00	
23h. Annual Pre-discount Amount for eligible Non-Recurring charges	\$500,337.77	Calculated - Not Input
23i. Total Pre-discount Amt	\$500,337.77	Calculated - Not Input
23j. Discount from Block 4	90	See Block 4 Above
23k. Funding Commitment Request	\$450,303.99	Calculated - Not Input
25f. Service provider assistance with funding	No	

May 15, 2013

Brett Swenson

HAYWARD UNIFIED SCHOOL DISTRICT

Telephone:

(510) 7842600

Application Number

855180

**Response Due Date: 05/30/2013**

The Program Integrity Assurance (PIA) team is in the process of reviewing all Funding Year 2012 FCC Form 471 Applications to ensure that they are in compliance with the rules of the Universal Service program. We are currently in the process of reviewing your Funding Year 2012 FCC Form 471 Application. To complete our review, we need some additional information. The information needed to complete the review is listed below.

**I.**

We have completed our review of your Funding Year 2012 FCC Form 471 application **<855180>** and have determined that FRN(s) **<2362184 and 2362224 >** will not be funded because the Item 21 attachment to support **<Basic Maintenance and Internal Connections>** FRN(s) was not received on or before the filing deadline. For FY2012, Program rules required that Item 21 Attachments were to be submitted on or before May 9, 2012.

If you believe that the FRN(s) should **not** be denied and you have supporting documentation to show proof of your Item 21 attachment submission on or before the filing deadline, please provide this documentation. Examples of acceptable documentation are proof of mailing or your submission (e.g., post-office receipt, actual email and/or fax with confirmation page). In addition to proof of submission, please submit an EXACT COPY of the Item 21 Attachments that were previously submitted.

**District Response:** Please see the email that was forwarded in this response. The attached **"Item 21 Hayward USD Form 471 855180"** is the original item 21 attachment submitted on March 20, 2012 at 8:13 pm. In addition, the PIA manager reviewing this application prior to you did not state at any time that these Item 21's were missing. Please let us know if you need any further documentation to verify the item 21 information.

**II.**

Based on the documentation you provided during the review of your Funding Year 2012 FCC Form 471 application # 855180 FRN **<2362143 CBX, BMIC>** includes a request for **Basic Maintenance of Internal Connections**. However we were not able to determine the eligibility of your request.

In order to assist us in the review of your FCC Form 471, please provide additional detailed information about your request, including a complete list of the equipment to be maintained, the equipment quantities, and the make and model number of each piece of equipment.

**District Response:** Please see the attached PDF file "**Equipment FRN 236143**" listing the supported equipment.

### III.

For FRN(s) <**2362266 CBX, IC**>, please provide a copy of the full contract, signed and dated by the applicant, to verify the correct Contract Award Date ("CAD"). If you do not provide a signed and dated contract, your entire FRN may be denied. If signed and dated contracts are not required under your state law or local procurement regulations, see below.

If the contract for the above services is a State Master Contract, you do not have to submit a copy of the signed contract if that contract is available online or has already been submitted to us in connection with the review of another FCC Form 471 application. However, please provide us with the State Master Contract name and number. If you have already submitted the relevant contract information in connection with another FCC Form 471 application review, please provide the FCC Form 471 application number that was involved so we can locate the relevant contract in our files.

**District Response:** Please see the attached contract "**ELECTRONICS-ROUTER SWITCHES SERVERS UPS GROUP A-B**". I have also included a copy of the RAL that we submitted in May 2012 to revise the amount of the annual non-recurring pre-discounted request and contract award date to agree with this contract.

### IV.

Based on the review of your Funding Year 2012 FCC Form 471 <insert 471 #>, for FRN(s) **2362266 CBX** the documentation you provided in your Item 21 Attachments was not sufficient to determine the eligibility of your request(s).

1. Please provide a description that indicates how the requested server(s) will be used. Please also include the make and model number of each server if this information has not already been supplied to us.

**District Response:** The Servers will be used for DNS, DHCP, and for Email services.

2. Please circle the function(s) below indicating how each of your requested servers are being used. Please also include the percentages, if any, used for items (e) through (k), which are ineligible functions. Items (e) through (k) must be cost allocated from your funding request to ensure funding is only requested for eligible server uses.

**(District Response: Please see highlighted in Yellow)**

- a. DHCP Server 100%
- b. Domain Name Server (DNS 100%)
- c. E-Mail Server 100%
- d. Proxy Server
- e. \_\_\_\_ % Application Server (e.g., providing application software to end users)
- f. \_\_\_\_ % Archive Server
- g. \_\_\_\_ % Database Server
- h. \_\_\_\_ % Data Warehouse Server (including storage of non-email end user files)

- i. \_\_\_\_ % Caching Server
- j. \_\_\_\_ % Video Content Storage Server
- k. \_\_\_\_ % Print Server
- l. Remote Access Server (also called a Communications Server)
- m. Web Server – please provide the function. Is it to provide information to users of the Internet, or to provide substantial software applications, database functions or storage of end user files?
- n. Terminal Server – terminal servers are eligible to the extent that the use meets the other eligible server types listed above. However, the term “terminal server” is not descriptive enough to allow us to determine the eligibility. What is the specific function of the terminal server? Please select the appropriate functions from a-k above that accurately describe the terminal server’s specific function.
- o. Video On-Demand Server (VOD) – VOD servers are eligible to the extent that the server enables the transport of video to the classroom or parts of a library.

For any ineligible server uses, you may provide a cost allocation so that funding is only requested for the eligible portion.

For more information on eligible server uses, please refer to the Eligible Services List at our website -

[http://www.usac.org/res/documents/sl/pdf/ESL\\_archive/EligibleServicesList-2012.pdf](http://www.usac.org/res/documents/sl/pdf/ESL_archive/EligibleServicesList-2012.pdf).

For more information on cost allocation, please see “Cost Allocation for Products and Services” available at <http://www.usac.org/sl/applicants/beforeyoubegin/eligible-services/cost-allocations.aspx>.

#### V.

For FRN **2362266 CBX** you requested \$500,337.77 on your FCC Form 471. The Item 21 attachment you submitted supports the original request amount. You are requesting the funding request amount to be increased to \$528,081.81. Is the original amount requested on the FRN correct? \_\_\_\_ Yes **X** No.

If yes, no further information is required and no changes will be made to your FCC Form 471.

If no, and you wish to request a change please answer the following: is the discrepancy a result of a mistake made while you were completing your FCC Form 471, also known as Ministerial and Clerical (M&C) error? **X** Yes \_\_\_\_ No. *Please see below a detailed M&C definition.*

**The contract to support that this was an M & C error is attached ELECTRONICS-ROUTER SWITCHES SERVERS UPS GROUP A-B".**

According to FCC Order (FCC 11-60), ministerial and clerical errors are defined as follows: “The applicant can amend its forms to correct clerical and ministerial errors on their FCC Forms 470, FCC Form 471 applications, or associated documentation until an FCDL is issued. Such errors include only the kinds of errors that a typist might make when entering data from one list to another, such as mistyping a number, using the wrong name or phone number, failing to enter an item from the source list onto the application, or making an arithmetic error.

Please fax or email the requested information to my attention. If you have any questions or if you require a further explanation of this request, please feel free to contact me.

It is important that we receive all of the information requested **within 15 calendar days** so we can complete our review. **Failure to respond may result in a reduction or denial of funding. If you need additional time to prepare your response, please let me know as soon as possible.**

Should you wish to cancel your FCC Form 471 application(s), or any of your individual funding requests, please clearly indicate in your response that it is your intention to cancel an application or funding request(s). Include in any cancellation request the FCC Form 471 application number(s) and/or funding request number(s), and the complete name, title and signature of the authorized individual.

Thank you for your cooperation and continued support of the Universal Service Program.

**Jerzy Plewa**

**Associate Manager, PIA Schools and Libraries**

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T: 973.581.5264 | F: 973.599.6579

[jplewa@sl.universalservice.org](mailto:jplewa@sl.universalservice.org)

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**From:** attachments <attachments@sl.universalservice.org>

**Sent:** Tuesday, March 20, 2012 8:13 PM

**To:** Russell Selken

**Subject:** Item 21 Attachment Received

This is to notify you that your Item 21 Attachment has been submitted. Please do not reply to this email. If you have any questions, call the Client Service Bureau at 888-203-8100.